

# **EXHIBIT D**

## JOINDER TO ADMINISTRATOR AGREEMENT

THE UNDERSIGNED (the "Insurer") hereby guarantees certain obligations of Administrator under that certain Administrator Agreement dated as of \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"), between SING For Service, LLC, a Delaware corporation ("SING") and United Service Contract Group, a Florida Limited Liability company, ("Administrator"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement.

The Insurer hereby agree as follows:

1. (a) Payment of Refund Amount. (a) Insurer hereby guaranties the payment to SING of those refund amounts that are due to SING from Administrator directly arising from the cancellation of any service contracts under the Agreement that are sold after the effective date below and insured by Insurer. Notwithstanding any other statement to the contrary in this Guarantee or in the Agreement, this Guarantee only extends to those refunds arising from the sale and subsequent cancellation of vehicle service contracts financed by SING, or financed originally by Administrator and refinanced by SING with Administrator assigning all its rights to the payment plan agreement to SING, administered by Administrator and insured by Insurer following the effective date below. Under no circumstance shall Insurer have any responsibility or liability for any such contract that is not insured by Insurer. In the event that SING does not receive all of any such refund amount within 45 days following the date such amounts are due and payable, the unpaid portion of the refund amount shall immediately become due and payable from Insurer following receipt of written notice identifying said unpaid contracts.

(b) Insurer hereby acknowledges and agrees that there shall be no obligation on the part of SING at any time to take or commence any action against Administrator or any person, firm or corporation or to any collateral, security, property, liens or other rights or remedies of SING in respect to the refund amount or any part thereof.

2. No Joinder to Obligations. This Guarantee is not, and shall not be construed as, an agreement by Insurer to assume any obligations of Administrator under the Agreement nor to assume any obligations of another insurer or surety. Insurer hereby disclaims any obligation whatsoever to comply with any obligation of Administrator under said Agreement and Insurer's sole liability is limited to that described in Section 1(a) of this Guarantee. Furthermore, by its signature SING agrees that any right it has under the Agreement against Administrator, by contract, in equity or law, is not and shall not be enforceable against Insurer and that it's rights are limited to those at law or equity with respect to any breach by Insurer of Section 1(a) above.

3. Cooperation on Remedies. To the fullest extent permitted by law, the Insurer may assert its rights of subrogation against dealers or any other person under applicable law, whether the Insurer's obligations under this Guarantee satisfies all or only part of its obligation to SING. SING must, on reasonable notice, cooperate with Insurer in its assertion of the Insurer's rights against any dealer who fails to return all or part of any refund due to SING, and assist Insurer in the protection and facilitation of any other rights that Insurer may have by subrogation or assignment with respect to any such refund. Any cooperation by SING pursuant to the preceding sentence shall be at the sole cost and expense of Insurer. In addition, notwithstanding the foregoing, this Section shall not require SING to become a party to any legal action or proceeding.

4. Governing Law This Guarantee shall be construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law. Each Party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the federal or state courts located in the State of Illinois and to the respective appellate courts thereof in connection with any appeal.

This Guarantee is executed and effective as of January 1, 2017.

INSURER: Virginia Surety Company, Inc.,

Payment Plan Provider: SING For Service, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_